OFFICE OF THE FARMERS' ADVOCATE OF ALBERTA

ANNUAL REPORT 1991

PREFACE

This report provides a summary of the activities of the Farmers' Advocates Office over the past year. In our Annual Report, we attempt to detail the working of the office, to delineate and to provide some synoptic illustrations of the many cases we have dealt with during the past year. The complaints and inquiries coming forward from the farm community reflect current concerns of agriculture in an ever changing world.

The report also provides an opportunity to express our appreciation, through the Minister, to other departments and agencies of the government for assistance they have provided. The cooperation received from those in the private sector, with whom we are involved, is also appreciated as is the valuable support of the provincial news media.

Clifford W. Downey
Farmer's Advocate of Alberta

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1 JURISDICTION

The Farmers' Advocate of Alberta has two primary functions. The first is to investigate and solve problems and act as mediator in disputes that involve farmers and other segments of society.

Secondly, the Farmers' Advocate may act in an advisory capacity. The office has a broad base of past experience and can draw from a bank of knowledge that is constantly being updated. As a result, we are in a position to advise farmers or to present to farmers alternative routes they may follow in an attempt to settle their outstanding complaints.

In disputes between individuals and local governments (rural municipalities, counties and improvement districts), we advance these complaints to the respective bodies (municipal councillors, various government departments, etc.) and request information pertaining to these cases. If we find the complaint to be justified, we take measures to encourage the appropriate body to review the circumstances with us in an attempt to find a solution to the problem. We are pleased with the cooperation that we have received from local governments.

It is outside the jurisdiction of the office to involve ourselves in cases where the complainant retains the services of a lawyer. Further, the office withdraws from any case where the complainant subsequently retains legal service. However, although farmers may have a legal remedy, litigation in many cases is far too expensive, too time consuming, and too mysterious and uncertain a procedure for all but a handful of farmers to pursue to a successful conclusion. With these exceptions, we attempt to mediate between two opposing parties with the aim of reaching an out-of-court settlement.

Therefore, we recommend private negotiation between two opposing parties, always stressing an appreciation and understanding for the position taken by the other side.

Beginning in the new year (January 1992), the Farmers' Advocate will assume the role of Administrator of the Farm Implement Act and Secretary to the Farm Implement Board.

It is under this Act that all licensing and bonding of farm implement dealers and distributors in the province occurs.

The position entails enforcing machine warranties when required and ensuring parts availability as required by the Act.

2 GENERAL COMMENTS

The Farmers' Advocate handles a wide range of agricultural and people related problems in his role as a mediator and facilitator. The following highlights some of the major areas of activity.

The year 1991 was a good one for the Rural Crime Watch (RCW) movement, and my office continues to be active in encouraging community involvement in crime prevention and detection.

Our efforts have joined with those of agricultural organizations in the province in an endeavor to put in place a special livestock investigation unit, whether it be through the RCMP, Alberta Regulatory Services or one of the cattlemen's groups. The need is there, of that there can be little doubt.

Considerable effort was expended by my office this year in creating an awareness by those involved in agriculture of the need for them to provide input into the new Environmental Protection & Enhancement Act.

Even though Alberta Environment did a very commendable job in distributing information and soliciting input for their legislation, many farmers and ranchers caught up in the day to day survival of their own businesses remained unaware of the effect that legislative change might have on their day to day operations.

Presently the farm organizations seem to have an excellent awareness of what is involved and have been, and in some cases still are, providing input into the environmental legislation and the associated regulations.

Farmers are also being encouraged to be aware of, and provide input into, the new Water Resources Act which is currently in its formative stages.

An area of major activity for the Farmers' Advocate this year has been requests for assistance from farmers because their intensive livestock operations had run afoul of either the municipal planning process or Division 23 of the Public Health Act regulations which are administered by local health units.

Unfortunately, there is evidence of a less tolerant attitude generally by people toward odors emanating from livestock enterprises. In some of these cases the Farmers' Advocate requested the assistance of Alberta Agriculture's waste management specialist and also the entomologist.

The usual meetings between the farm organizations and the energy industries were convened by the Farmers' Advocate this year. Discussions centered on reclamation matters as well as compensation and access related to surface leases on Crown lands under disposition for grazing purposes. The purpose of these meetings is to offer a forum for agriculture and industry to discuss their concerns in a private and non-confrontational atmosphere.

The office continues to work with the Alberta Surface Rights Federation and groups affiliated with it as well as with some that are not.

Drainage disputes, surface rights issues, and some financial cases were again included as part of our involvement this year.

3 LIVESTOCK PREDATOR INDEMNITY PROGRAM

The Farmers' Advocate acts as the appeal body for livestock owners whose applications for compensation under the program were rejected.

In 1991 this office saw the number of appeals from livestock owners more than double. This was brought about by a large increase in the number of applications and subsequent rejections by the Livestock Predator Committee.

The 1990 changes to the program meant some applications were being rejected before they got to the Committee as they no longer met the program's criteria.

The greatest percentage of appeals were the result of coyote predation and it was evident the number of coyotes is increasing dramatically in the province. A few rejections involved a large animal allegedly being taken down by a pack of coyotes. This scenario is becoming more prevalent in recent times.

Another major concern among the livestock owners who have been rejected by the Committee is the problem brought about when the experienced Alberta Agriculture fieldman or Fish & Wildlife officer is not available and temporary staff is sent out to look after the investigation. This is to the detriment of the farmer as the person is very often not trained in this field and often a poorly submitted claim results in a rejection. This problem has been brought to the attention of the Committee and they will be addressing the matter.

Hopefully the higher fur prices that seem to be occurring as we compile this report may have a positive impact on the number of applications under the program.

4 WATER WELL RESTORATION OR REPLACEMENT PROGRAM (WWRRP)

This program remains unchanged since it was introduced in early 1987. It has been serving the agricultural community well, as it may allow a rural landowner an affordable means to repair or replace a water well allegedly damaged by energy related activities.

However, before a landowner submits an application to our office, the applicant must contact the appropriate party (geophysical or oil company) in an attempt to settle the alleged damages. Should a resolution not be successful, then the applicant should contact, if seismic related, a Land Conservation Reclamation member of Alberta Forestry, Lands and Wildlife or if it relates to oil well activity, contact should be made to Alberta Environment, Technical Services Division.

When an application is submitted, we will schedule a hearing and provide the applicant with further information pertaining to the hearing and other evidence that may be required. After the hearing, our office will advise the applicant in writing of the Committee's decision.

The number of applications and complaints under the program remain low relative to past years. This, no doubt, is due to the continued reduction of activity by seismic and oil and gas related exploration.

5 REFINED HYDROCARBON IMPACT PROGRAM (RHIP)

This program, which is in its second year, is similar to the Water Well Restoration or Replacement Program (WWRRP) but deals with domestic water sources (water well, dugout) which have been contaminated by refined hydrocarbons (gasoline or diesel fuel) from unknown or untraceable sources.

In a situation where there may be more than one source of hydrocarbon contamination or where the party responsible (from an orphan site or abandoned industry facility) remains unknown, the affected party has, in the past, had little recourse but to consider an expensive civil litigation. Alternatively, the problem would have to have been rectified at the landowner's expense.

Although several inquiries have been made to our office during 1991 regarding contamination of a water supply by hydrocarbons, only one has progressed to a hearing.

6 RURAL CRIME WATCH (RCW)

The Alberta Rural Crime Watch Program experienced a tremendous growth pattern in 1991. New enthusiasm in the program's potential is being felt by the membership and the local police agencies.

The year started off with the 1991 annual workshop held at Namao, Alberta, and hosted by the Sturgeon RCW Association. This event saw over 250 participants and was billed as the most successful to date.

The computer fan-out system has gained in popularity and we now have 15 associations utilizing the machine with another 8 to 10 groups very interested in the concept. The members receiving the voice-recorded messages find extreme satisfaction in knowing what is going on around them and being afforded a chance to assist the police when they can.

This year we were able to obtain 3 new RCW displays to replace the old, outdated and cumbersome ones. This one is modern and very portable so it should be used to a far greater degree. One unit is held at the Grande Prairie RCMP office, one at the Farmers' Advocate's office in Edmonton, and the other one at the Lethbridge RCMP office.

In the latter part of the year, talks began with a RCW association on the subject of producing a new video on RCW. It is hoped the video will be available by the summer of 1992.

The RCMP report that crime in the rural area is on the increase and dwindling resources are making crime solving difficult. RCW associations do make a difference and the more communication and cooperation by the rural residents and the police the more chance there is of keeping rural Alberta a safe place to live.

The Farmers' Advocate actively promotes RCW through a semi-annual newsletter, attendance at the provincial workshops and annual meetings, as well as by being the provincial steering committee chairman.

7 SURFACE RIGHTS

Surface rights inquiries to our office have been lower this past year, no doubt because of the lower level of activity by the oil and gas industry.

However, the number of complaints relating to annual compensation not being paid to the landowner as specified by either the lease agreement or right-of-entry order continues to increase. It seems a number of small companies are having financial difficulties or are becoming bankrupt when production from their wells has been substantially reduced and the cost of serving the related facilities and lease is greater than the revenue derived from it. When this happens the landowner may apply to the Surface Rights Board for compensation under Section 39 of the Surface Rights Act. When the Board is satisfied from evidence submitted, that a payment is due, they will direct the Provincial Treasurer to pay out of general revenue funds the amount which is owed. Such a payment, once made, is considered to be a debt owed to the Crown by the company.

Some companies who have abandoned well sites have also suspended paying annual compensation even though the surface lease or right of entry order remains in force until a Reclamation Certificate has been issued. In these situations the landowner can also apply to have annual compensation paid.

Some companies terminate the lease agreement after abandonment by having the landowner sign a release in favor of the company. This then releases the company from further financial obligations. Our office has advised landowners that there is no legal requirement for them to sign any document when well sites are abandoned. No Reclamation Certificate will be issued by the Land Conservation & Reclamation Council until the abandoned area meets the standards required by the Council.

One company has decided, on the advice of a solicitor, to terminate annual compensation payments to an occupant of Crown land subsequent to the abandonment of their well site but prior to acquiring a Reclamation Certificate. The company is of the opinion that they are not required to pay annual compensation other than to a registered landowner. They believe Section 52(1) of the Land Conservation Act is quite specific in that regard. At the time of this writing the occupant has not applied to the Surface Rights Board for a hearing to determine if he is, in fact, eligible for annual compensation payments.

It was expected that the new easement with regard to pipeline agreements would have been released by the oil and gas industry in 1991. This easement has a clause that specifies that only one pipeline per easement will be constructed unless otherwise specified. We expect this document will be released in early 1992.

8 SEISMIC ACTIVITY

Activities from seismic operations have remained steady throughout this past year, judging by the number of inquiries through our office.

Most of the complaints we receive cover a broad spectrum of the concerns that landowners and occupants have. A large number concerned disputes due to damage to crops and/or fields or to the interpretation of the conditions of the agreement by the landowner. As we have indicated in prior years, all agreements should be in writing, and the terms and conditions of the agreement should be clearly indicated and understood by both parties before being signed, i.e., What is intended regarding bush clean-up? Do normal damages include some rutting?

Inquiries regarding operators not meeting their financial commitments to pay access and permit fees to the landowner by the agreed upon date continue to increase.

We suggest to landowners and occupants that they can request payment from geophysical operators before allowing entry onto the land. Alternately, it is recommended that interest on late payments or penalties be included in the contract with the seismic operator. Some petroleum companies who hire seismic operators are having financial or cash flow problems and are not able to satisfy all of their commitments. One seismic operator recently sent landowners a letter asking for further patience regarding payment of monies owed as the petroleum company who had contracted their services was having difficulty meeting its financial obligations.

A landowner would have great difficulty recovering compensation due to him should the petroleum company become bankrupt.

Other inquiries relating to specific concerns such as flowing shot holes were referred to the Land Conservation Reclamation Members, formerly known as Exploration Inspectors, with Alberta Forestry, Lands & Wildlife.

Other seismic inquiries were of a general nature and were answered quickly or resolved during telephone conversations.

9 MINERAL RIGHTS

Mineral rights inquiries to our office have not levelled off as have surface rights and seismic concerns. We believe this can be attributed to mineral owners who have availed themselves of our services in prior years and are returning for further advice regarding the releasing of their minerals. Also, many mineral owners have spread the word of our services to other mineral owners who then contact our office for information.

Most of the complaints we receive are the result of disputes regarding the costs deducted from freeholders' gas royalties. The lease agreements which freeholders sign usually specify a royalty percentage applicable at the place of sale. In essence, this means that the freehold royalty share of gas produced and marketed incurred the costs of processing and transportation from the point of measurement, usually the well site. Alternately, the lease may specify that a reasonable portion can be deducted for processing and transportation, etc. The question of what is reasonable is the source of a number of disputes.

We are pleased that the oil and gas industry introduced in mid-1991 a revised mineral agreement which now includes a clause that identifies the amount that can be deducted from the royalties for processing and transportation fees. This clause allows a mineral owner to negotiate with the company leasing the minerals a rate for deductions that he believes is fair and appropriate.

We are particularly pleased to report that some gas producers have amended previous mineral leases now in force to include a clause relating to the amount that would be deducted from royalties. However, it is not likely that many companies will follow suit as the revenue to gas producers is at an all-time low and, of course, expenses continue to rise, narrowing the profit margin of gas producers. Also, there are no provisions in mineral leases to amend clauses unless both parties agree to revisions being made.

Our brochure "Leasing Mineral Rights" has been revised this past year to reflect the latest changes that have occurred within the oil and gas industry. From the reports we have received to date, mineral owners are pleased with the updated information being provided to them.

We are continuing to advise mineral owners of amendments they can negotiate into their lease agreements, and we are pleased to report a number of them have indicated to us their success in that regard.

10 FARM EQUIPMENT

In 1991 the Farmers' Advocate's office continued to investigate a large number of farm implement complaints. As in the past, all of the complaints coming to the Advocate are situations where the warranty period has elapsed. Our office intervention in most cases relies on the good customer relations the implement dealer wishes to maintain. Most dealerships possess insurance policies on faulty workmanship and sometimes a settlement can be arranged by this means.

Many of the dealerships are finding it difficult to make ends meet and a good number have gone into receivership or just sold out. This makes negotiating even more difficult as they are often reluctant to settle for less during these hard times.

With the Farmers' Advocate taking over the administration of the Farm Implement Act effective January 1, 1992, we hope to become more familiar with the implement dealers and distributors in the province and continue the high standard of service provided by the previous administrator.

11 INSURANCE AND THE FARM INDUSTRY

Insurance concerns, as they relate to the agriculture sector, continued to be a source of complaints to the Farmers' Advocate's office. In many cases the insurance policy purchased by farmers remains a mystery, and they rely heavily on their insurance agents to provide the appropriate coverage.

Many of the farmers who contacted our office indicated they assumed their policy would provide for all their losses. The following are some examples that may not be automatically included in farm policies and/or points that should be clarified:

1. Replacement equipment may not be provided while the farmer's insured equipment is being replaced or repaired from damages sustained from an accident or incident.
2. Compensation may not be provided for lost business or lost opportunity.
3. Full replacement value may not be provided for unless specific coverage is purchased.
4. Insurance claim may be reduced if the item claimed is insured at less than full market value.
5. Some building insurance policies, particularly for poultry and hog barns, may require the owner to have automatic alarm systems installed, stand-by power plants, and also have this equipment tested periodically for the policy to remain in force.
6. Does your underwriter have the right to cancel coverage at anytime during the term of the contract?
7. Partnership insurance (life). All parties must be named.

Farmers, and others, habitually renew their policies automatically, giving little thought to changes that may have occurred to their farming operations or changing conditions.

To reduce some of the mystique that seems to be inherent in the insurance industry, some companies are writing policies in "plain English." Nevertheless, if there are portions of a policy you do not understand, these sections should be explained by the agent.

It is too late, after the fact, to review a policy, but all too often that is when most farmers find out they have insufficient coverage to cover their losses.

We advise farmers to comparison shop, not to just get the best price, but to get the best possible protection for the insurance dollar.

See Case Summaries:

b. MEDIATION INVOLVING INSURANCE CLAIM

f. PARTNERSHIP LIFE INSURANCE CLAIM.

12 INTENSIVE LIVESTOCK OPERATIONS AND PUBLIC HEALTH

Cases coming to our attention this year encompassed a wide range of problems including livestock farms receiving orders from local health units or from municipal authorities and difficulties encountered by applicants when proposing new livestock enterprises.

Assistance was provided in almost every instance. Sometimes this was accomplished by arranging meetings of all parties to discuss the situation. In another instance it soon became clear that the health unit had moved without giving consideration to the grandfathering clause in their own regulations, and in yet another circumstance the Farmers' Advocate arranged for expert Alberta Agriculture personnel to be on the scene to advise the farmer on fly control measures and waste management.

The costs involved in order to establish an intensive livestock operation can be forbidding. In one case with which we were involved, costs incurred by the applicant in his attempts to satisfy the municipal planning process were in the six-figure range and were expended over a time frame in excess of two years.

In connection with these cases, the question of property rights has often arisen, mainly on the basis of the morality of a municipal or other authority being in a position to regulate the use of land in such a way as to seriously diminish its value by restricting its use for agriculture when it is in an agricultural area.

13 FINANCIAL CASES

These cases continue to be a component of the office's workload, however, at a somewhat reduced level to that of past years.

Several cases coming to our attention centered on the payment of reserves by a grain co-op to its retiring members. Recent changes to the requirements for eligibility for a payout of the reserves had come as a surprise to these retiring farmers.

Some other cases centered on taxes payable to Revenue Canada on accumulated reserves in dairy co-ops.

While we had limited success in effecting change in some instances, our main role was that of providing accurate information to those involved so that they had a better base for making their decisions.

14 CASE SUMMARIES

a. LIVESTOCK HIT BY TRAIN

In this case the complainant, a central Alberta farmer, contacted our office relating that the railway was not prepared to deal fairly for losses to his livestock that had occurred when his animals strayed onto the tracks and were hit by a train.

In the fall of the previous year the farmer had moved his herd of cattle to a stubble field adjacent to the railway. Apparently, on November 23 the cattle were spotted on the right-of-way by a railway trainman who alerted the section head to investigate. The foreman of that section could find no cattle at large near the tracks and returned to his office without alerting the farmer of the reported sighting. However, the next morning a train hit about 20 animals that were on the right-of-way, and the R.C.M.P. were called in. Those animals that were severely injured were destroyed.

Immediately following the accident, a railway crew repaired the fence over a small creek which had frozen over. Presumably, this is where the cattle had been able to stray from the field. The railway offered partial compensation for the livestock, as a goodwill gesture, indicating that they were not legally responsible as they are not allowed to impede or obstruct a navigable stream under the Railway Act of Canada. Also, they were of the opinion that title to the bed and shore of the stream were the property of the Crown and, therefore, it was their responsibility to fence.

Lastly, they indicated that a railway is not liable for losses of animals that have been encouraged near areas where they may escape their confines. (Note: The growth of grass was much better on the railway right-of-way than that available in the farmer's field.)

Our investigation revealed that the farmer had not inspected the boundary fence of the field prior to moving his livestock into the area in the fall. He assumed that the railway, by virtue of its responsibility to maintain fences along its right-of-way, had maintained their fence in good repair including the crossing over a small stream. The farmer had also neglected to build a fence on a portion of his field boundary as a creek ravine formed a natural obstruction that had usually kept his cattle confined.

Our office reviewed the matter and proposed a revised settlement that would relate to each party's responsibility in the matter. Both parties agreed to our proposed settlement of compensation, and the farmer signed a release with the railway, thereby resolving the matter.

b. MEDIATION INVOLVING INSURANCE CLAIM

A grain farmer contacted our office seeking our assistance to resolve a dispute between two insurance companies who were denying responsibility for the repair of his combine.

Before harvest, the farmer had taken the threshing rotor out of his combine to a machine shop to be modified by having three steel bars

of 100 lbs. each attached to the rotor. Apparently, other farmers with the same type of combine had had very good results with this modification, as the extra weight on the rotor gave the machine additional inertia to harvest heavy grain swaths, particularly when the swaths were tangled or uneven.

Shortly after beginning harvest, the operator of the combine was travelling out of the field to unload in the grain truck with the machine running and the header up when something came loose in the area of the threshing mechanism. Upon inspection of the rotor area, the concaves and the rotor were found to be severely damaged and repairs were estimated to be in excess of $14,000.00. The farmer contacted the machine shop's insurer regarding his claim. However, the insurer hired a metallurgical engineer who determined that a foreign object, likely a rock, had entered the machine while harvesting and caused one of the steel bars to dislocate. It was his opinion that the welding performed by the machine shop was sufficient for the purpose intended. On the basis of the engineer's report, the insurer denied the claim.

The farmer then contacted his insurance company who also had a metallurgical engineer inspect the failed rotor. It was the engineer's opinion after inspecting the area of the welds that they were insufficient to withstand the stresses placed on them during harvest operations. The varying loads transmitted to the threshing rotor were not constant, resulting in failure of the modification.

Until our office became involved, the only solution available to the farmer was to proceed with litigation against both insurers, which would entail considerable expense on his part and which may not have been successful.

Our office was able to negotiate a solution to the impasse by proposing that both insurance companies jointly hire a third independent expert to review the cause of failure, and the findings of this expert would be binding on the insurer that he found liable. The matter was resolved when it was determined by the third independent expert that the machine shop welding was found to be inadequate for the purposes intended. The insurer of the machine shop abided by the findings and promptly settled with the farmer.

c. WELL SITE RECLAMATION

A farmer in a northern district contacted the Farmers' Advocate's office in the summer of 1991 asking our assistance to resolve the matter of an abandoned well site.

The farmer had purchased a quarter section in 1985 and realized shortly after that an area of approximately three acres was not producing as well as the surrounding farm land. He subsequently undertook to reclaim the area and improve its agricultural capabilities by hauling in top soil and other organic material.

From our review of the matter we learned that in 1976 an oil company had drilled an oil well but the site was abandoned when no commercial production was attained from the well. Some years later the company which had drilled the well was sold to another company

and, supposedly, all records were transferred to them. Also, it was determined after contacting the Land Conservation & Reclamation Council of Alberta Environment that no Reclamation Certificate had ever been applied for for the subject area, which is necessary to terminate a surface lease. The oil company that had purchased the assets of the original company that drilled the well could find no records attributed to that particular location and could not determine if the previous landowner, who was no longer living, had signed a release in favor of the drilling company when the well was abandoned.

After further negotiations with our office the company agreed to compensate the present landowner for his expenses to reclaim the former well site and for crop losses of the preceding years. The company has also applied for a Reclamation Certificate for the former well site. The landowner accepted the offer and signed a final release concluding the matter.

d. ABANDONED PIPELINE RIGHT-OF-WAY

A landowner requested our advice regarding the reuse of an abandoned pipeline right-of-way.

Apparently, the year before an oil company had shut down an oil well located nearby on an adjacent neighbor's property as it was no longer productive. The company also contacted the landowner to cancel their easement on the pipeline right-of-way on his property from the oil well to a pipeline supplying a battery plant as it was no longer required.

Approximately a year later a second oil company purchased the rights to the oil well and requested that the landowner sign a new pipeline easement for $100.00. The company was of the opinion that since no construction or damage would result, as the pipeline was still in place and reusable, their offer was sufficient to reinstate the right-of-way easement.

We advised the company that since the previous right-of-way agreement had been terminated, the company had no legal right to acquire an easement unless they paid the landowner compensation as provided by the Surface Rights Act in force in Alberta.

After reconsidering their legal position, the company negotiated an easement with the landowner, which he accepted, based on the entry fee payment of $500.00 per acre and a value for land applicable to the area.

e. IRRIGATION FARMER UNABLE TO PAY FUEL BILL

An M.L.A. contacted the Farmers' Advocate's office in early June regarding a constituent who was having farm financial problems which included the inability to afford to irrigate his crops.

Our office contacted the farmer and learned that in the previous year he had farmed two quarters, one which he owned and one that he had rented. As he had not been able to sell all of his grain and hay production from the irrigated half section, he was not able to afford to continue renting the quarter he formerly farmed, nor was he able to pay his outstanding account to the local gas utility, which had

supplied fuel for his irrigation pump the previous year. As a result, the utility would not turn on the system to supply him with fuel in the current crop year to irrigate his growing crop which now required water.

To further complicate the matter, the farmer's credit status was at its limit with two local banks. A land payment was past due at one bank and an operating loan was as its maximum limit at the other bank. Both bank managers had indicated to the farmer that no further extensions or credits could be given.

We contacted both bank managers explaining that the farmer was in a classic "Catch 22" situation. To produce and sell a crop to meet his financial obligations the farmer needed fuel to run his irrigation pumps and needed it very quickly. In essence, without irrigation the farmer was virtually guaranteed a crop failure and would have no possible way of paying anything on his bank debts, thus likely becoming bankrupt.

One of the bank managers agreed to lend a portion of the outstanding utility account and the utility company also agreed to extend repayment terms for the balance of the account.

The farmer was able to irrigate, and he also applied to the Farm Debt Review Board in an attempt to arrange a resolution to his financial affairs with his creditors.

Later in the year the farmer advised our office that he had taken off an excellent crop and believed that his financial situation was improving.

1. PARTNERSHIP LIFE INSURANCE CLAIM

A farmer from a northern municipality contacted the Farmers' Advocate's office regarding a denial of a claim for creditor life insurance of his brother and partner, who had died following injuries sustained in an accident.

In May of 1988 the two brothers purchased a large farm tractor from a local farm dealership. As the unit was to be financed, the brothers requested that life insurance be included to provide insurance in the event one of the two partners died. This would ensure the surviving debtor would not be burdened by the unexpected liability of making the remaining payments on the tractor.

As previously mentioned, an accident terminated the partnership. The surviving brother notified the company but was told that no insurance was applicable as it was only to the first person named on the policy which was not the deceased.

Our review of the policy did indeed determine that only one member of the partnership was covered by the insurance policy. This happened to be the survivor as he had signed the policy first and was the insured.

The company had indicated to us that the life insurance had been provided at no cost and was included in the financing package for the tractor. It seemed apparent that the policy was not explained to the brothers by the dealer and/or that the brothers did not read their policy carefully.

Our office contacted the company in an attempt to resolve the concern, indicating that the extra burden had created an emotional and financial hardship on the survivor of the partnership, particularly when farm revenues had been drastically reduced.

The company, without admitting liability on their part, reversed their prior decision and offered to credit the tractor account by 50 percent of the outstanding balance and to maintain credit life insurance for 50 percent of the balance remaining to the end of the contract. The matter was resolved when the brother accepted the company's offer.

g. DRAINAGE PROBLEM

In late spring 1991, a farmer wrote to us asking that we assist him in his problem with drainage.

The farmer had recently taken over the farm from his father and found an agreement with a conservation group had resulted in flooding problems during a wet spring. The conservation group's project would hold the runoff in early spring and let it go in June. The water was supposed to recede to a point where the farmer could farm the land and grow hay. Unfortunately, the water was not receding and the land was unworkable until August.

Also on the land were two oil wells owned by two different companies. One well had a long access road that was acting as a berm and holding the water back and the other well site needed some ditching to decrease some of the ponding that was occurring.

In the summer of 1991 an on-site meeting was held with the farmer, personnel from our office, representatives from the oil companies and the conservation group. After an inspection, the oil companies agreed to do the ditching and put some culverts in the access road to allow the water to recede in the spring. The conservation group also agreed to monitor the dam more closely and release the water earlier if it was felt to be necessary.

h. DEDUCTIONS FROM MINERAL ROYALTIES

A mineral owner contacted our office relating that the company who had leased their gas mineral rights and was producing them were deducting an exorbitant amount for transportation and processing fees.

From our review of the complaint we determined that the company could deduct costs as the lease agreement did not contain a clause limiting deductions from the royalties payable.

The agreement which is similar to many others in force provided that an amount equal to the current market value at the wellhead be paid to the mineral owner. However, unlike oil, gas is not priced at the wellhead but at a point of sale which is generally beyond the processing plant. Those costs of transporting and processing the gas from a wellhead are deducted from the final sale price. Other deductible factors are capital costs and return on investment. The company also indicated that they were only deducting 95 percent of these costs (known in the industry as Gas Cost Allowance (GCA)) from the royalties payable to the mineral

owner. The company pointed out that under the provisions of the mineral lease, they were allowed to deduct all of the GCA which would have left the mineral owner with a "Nil" payment for gas produced from his property. The company related that the high capital cost of the gas processing plant which is designed to remove hydrogen sulfide, etc. was part of the reason GCA charges were higher than normal.

Our office advised the mineral owner to apply to a provincial regulatory board for a review of these deductions from his royalties while continuing to discuss these matters with the subject company and industry association. Many other mineral owners contact the Farmers' Advocate every year with similar concerns.

After several months of negotiations, the company offered to amend the mineral lease with the mineral owner and provide a clause that would limit the amount of the deductions from royalties by capping the processing fees at 45 percent, retroactive to the beginning of the year.

The mineral owner agreed and signed the amending agreement as it was similar to that being negotiated for new mineral leases. He also withdrew his application before the provincial regulatory board thereby resolving the matter to everyone's satisfaction.

i. FARMER REJECTED FOR FARM FUEL DISTRIBUTION ALLOWANCE

In April 1991, an elderly farmer called requesting our assistance in dealing with the rejection of his AFFDA application.

The farmer was in his seventies and, as a result, his farming activities were reduced. Under the new guidelines, his income fell below the $10,000 floor limit as set out in the AFFDA bulletin, September 1990.

At the time of his application, he still owned a quarter section of which 130 acres were cultivated. He also had 10 purebred cattle with 3 calves due the next spring.

Our office reviewed the matter and visited the farmer at his homestead. After consulting with Alberta Treasury, it was determined he was able to qualify if the farming operation was viewed over a two year period. Our office wrote up the particulars and forwarded them to Alberta Treasury who then agreed to honor his application until such time as he ceased his farming operation.

j. BUSINESS FRAUD

In the spring of 1991 a farmer came to our office complaining of a business deal that ended up as a possible fraud.

Apparently, the farmer was approached by a businessman selling steel buildings. The farmer was in the market for a new building and agreed to the terms and conditions laid out by the seller. The farmer was to pay once the materials arrived and the seller would construct the building. Unfortunately, only partial

delivery was made and with the promise the rest would arrive shortly, he paid the balance of the bill. The missing parts never did appear and the businessman is no longer around.

Only a few months later, another farmer called to state he had also been defrauded by the same company, only he hadn't received any materials for his down payment.

Our office investigated the company. We found the RCMP Commercial Crime in Calgary had investigated this company and, unfortunately, felt the matter was civil as it was a breach of contract. The owners are now working out of British Columbia under a new name, and the farmers are out thousands of dollars.

The farmers are currently taking civil action against the company. However, they don't hold out much hope for any compensation.

k. COMPLAINT OF POOR SERVICE FROM A CHICKEN HATCHERY

In the early spring of 1991 a farmer reported to our office that he had purchased a large number of newborn chicks from a local hatchery. Some confusion took place over when they were to be picked up and, as a result, over half died a short time after they were taken home.

Our office looked into the matter and determined the probable reason for the chicks' deaths was the lack of water before they were picked up. Both parties indicated a different story as to when the chicks were to be ready and, as a result, the time they were last watered was not communicated to the farmer. The farmer took the chicks home and noted they were not drinking, which is a sign they were dehydrated. By morning over half had died, and more losses continued during the day.

Our office was able to convince the hatchery that some degree of responsibility was inherent upon the hatchery to advise the clients when watering is required to avoid dehydration. The hatchery then compensated the farmer for two-thirds of his loss.

l. PREDATOR INDEMNITY APPEAL

In February 1991, a farmer was checking his herd and found the carcass of a newborn calf on the ground a short distance from the main herd.

There were blood stains at the scene with drag marks where it appeared the animal had been dragged away from its mother. Only the front quarters of the carcass remained. The underside of the remaining hooves were partially eaten and did not appear to have been walked on.

The Livestock Predator Compensation Committee rejected his claim on the grounds that the calf did not show signs of having survived the birth. The farmer subsequently requested our office to appeal the decision on his behalf.

Further investigation with the agricultural fieldman determined he could not be certain if he looked at the hooves and because of his inexperience in investigations such as this, he was not sure the calf had been dead at birth.

This was related to the Committee. They gave the benefit of the doubt to the farmer and upheld the appeal.

m. DISASTER ASSISTANCE CLAIM

In February 1991, a farmer wrote a letter to our office asking for our assistance on a disaster assistance claim. The farmer's land had been flooded by heavy rains in the spring of 1989 and, as a result, he had applied for assistance from the government disaster assistance program. His claim was for $72,000 of which he received $24,000 immediately. Some time later Disaster Assistance sent out inspectors to verify the damages. When the report on this farmer was submitted, it discounted the claim, and the farmer was to return the monies he had previously received. The RCMP were also contacted to conduct an investigation into a possible fraud.

There was some confusion over the value of the crop that was reported lost and what was actually seeded in the fields that were damaged. The farmer indicated a lot of the evidence was washed away before the arrival of the inspector.

Our office visited the area and interviewed several people including the complainant, the Disaster Assistance inspector, RCMP and surrounding neighbors. We were able to corroborate some of the farmer's statements through neighbors and hired help. This was passed on to the RCMP and Disaster Assistance. The RCMP reported they found insufficient evidence to support a fraud charge against the farmer. Disaster Assistance decided to let the farmer keep the $24,000 and approved an additional $10,400 payment for damages.

n. FARM IMPLEMENT COMPLAINT

In February 1991, a farmer wrote to our office complaining he was overbilled for work he'd had done at a local machine dealership.

The farmer was having motor problems with his tractor and took it into a local dealer for an estimate. He was satisfied with the quote and told them to go ahead and fix it. He never heard anymore from them until they telephoned to say it was ready. When he went to pick it up, he found the bill had escalated to nearly three times the amount quoted.

The farmer only paid the estimated amount and was given his tractor back on the proviso he would pay the difference later. Our office reviewed the case with the implement dealer and found that no work orders authorizing the work to be done was signed by the farmer and the service manager indicated he only made a minimal effort to advise the farmer. Had the farmer known about the additional costs he most likely would have decided to sell the tractor for parts as the bill exceeded the replacement value of the tractor.

After failing to get the implement dealer to reduce his repair bill, we advised the farmer to prepare himself for civil action for the remainder of the bill. To date, the implement dealer has not launched any court action against the farmer.

o. CROP LOSS - FINANCIAL ASSISTANCE UNAVAILABLE ONCE CROP IS HARVESTED

A farmer contacted the Farmers' Advocate's office to advise him of the damage a herd of elk were doing to his baled alfalfa hay. The hay (big bales) had been windrowed in the field but because of a wet fall and deep snow, the farmer had been unable to move them.

His contact with the appropriate officials had resulted in his getting a promise to receive fencing material to keep the elk out of the hay if he had his hay stacked in one spot. He was further advised that no financial assistance is available for crop loss once a crop is harvested.

It was noted also that this was an elk herd transplanted to an area that had not had elk for many years.

The Farmers' Advocate's involvement in this case was of little benefit. The government department involved was unable to assist further than its offer of fencing material if the hay was stacked in one spot.

In our last contact with the farmer, he indicated he had placed an ad in the paper requesting assistance from Indians who are allowed to legally shoot game animals year round with the landowner's permission or if it is on Crown land. He noted at the time of this contact with our office that he had had about 200 calls.

Noteworthy of this case and some others that were quite similar is the fact that farmers should be aware that once their crop is harvested, it is totally their responsibility and that losses are not covered by crop insurance or other government programs. Losses may be covered if they were able to make a contractual agreement with a private insurer.

p. ARBITRARY ASSESSMENT BY REVENUE CANADA

A widow contacted the Farmers' Advocate's office to advise of the difficulties that she was experiencing with Revenue Canada. The widow, an elderly lady, had been subject to an assessment issued by Revenue Canada some years earlier. The assessment had attracted interest for a number of years with the result that a writ was lodged against the farm property currently farmed by a son.

Investigation revealed that the widow's former accountant had not kept her properly informed and the widow had not been as diligent as she might have been in keeping track of her affairs after her husband's death.

What our client (the widow) needed was her file to be opened for a review of the assessment some years earlier. However, the time that had elapsed since Revenue Canada's troublesome assessment was great enough that the reassessment was statute barred.

The Farmers' Advocate's direct contact with the Minister of National Revenue resulted in the Minister instructing his department to hold this file in abeyance until legislative change allows it to be reopened and reassessed.

q. ABANDONED RAILWAY GRADE CONVERTED TO ROADWAY

A rancher contacted the Farmers' Advocate and described a situation wherein a long-abandoned railway grade which passed through his ranch and by his ranch headquarters (corrals, barns, etc.) had been converted by the municipal authority for use as a roadway. This roadway, which was first used by local traffic and then others, developed into a road artery with a traffic count of well over 100 vehicles a day, many of them heavy trucks.

The result of all this was that the rancher was having quite a number of his cattle being crippled or killed each year in addition to the other nuisances associated with a heavy traffic flow right beside his ranch headquarters.

The Farmers' Advocate investigated and found that, indeed, the rancher had painted a very accurate picture of his problems and that traffic was using the abandoned railroad grade for several reasons. The heavy truck traffic, much of it related to local oil activity, was using the grade since in doing this they could avoid traversing some of the municipal road system which included some steep river hills. Tourist traffic also often followed the railroad grade as it constituted quite a scenic river drive.

The wintering area for the cattle was almost totally traversed by the railroad grade, and the Farmers' Advocate was forced to the conclusion that the value of the ranch was seriously diminished as a result of this railroad grade road.

Meetings were held with the municipal authority at which various remedies were discussed.

Fencing the railroad grade with underpasses for cattle would be too expensive and, in view of the terrain, difficult to maintain.

Further, it was acknowledged that the railroad grade would need major work to come up to a highway standard. It was really quite narrow for the amount of traffic on it to travel safely.

To summarize, the municipal authority agreed to some small road changes which would make it simpler for traffic to use the municipal system. Further, signage was to be erected in an effort to discourage people from using the railroad grade.

It must be noted that the rancher had no objection to his neighbors using the grade.

Hopefully, the rancher's problems will be reduced by the intervention of the Farmers' Advocate, and the costs to the local authority will be minimal.

r. LICENSING OF BACKFLOOD PROJECT

A farmer contacted the Farmers' Advocate requesting assistance in getting his backflood project licensed.

Our investigation revealed that his licence had been applied for some years before but had not been issued primarily because of an objection by a neighbor.

The neighbor was contacted by the Advocate, and a thorough inspection was made of the project (which was completed) in his company.

It was noted by the neighbor, and supported by the inspection, that the applicant was operating the project as a slough drainage project. The neighbor suspected this drainage of having dried up his spring. Further, the control structure and ditch were not on the applicant's property but on an unused road allowance dividing the neighbor's property at the outlet to the ditch.

After meeting with all parties, the controller of Water Resources issued an interim licence to the applicant which would be followed by a permanent one when the applicant:

1. Operated the project as a backflood project as applied for;
2. Built a control structure on his property;
3. Placed some rock rip rap on the section of the neighbor's property where erosion was occurring.

The applicant and the neighbor seemed pleased with this final resolution of their problems.

15 SOURCE OF WRITTEN COMPLAINT BY LOCATION

a. Written Complaints by Location

ALBERTA BEACH	2	BRUCE	2
ALDER FLATS	1	BRUDERHEIM	1
ALDERSYDE	1	CALGARY	5
ALIX	1	CADOGAN	2
ANDREW	1	CAMROSE	3
ARDROSSAN	1	CARMANGAY	1
ATHABASCA	3	CARROT CREEK	1
BARRHEAD	3	CARSTAIRS	2
BASHAW	1	CASTOR	2
BEAUMONT	1	CEREAL	1
BENTLEY	1	CESSFORD	1
BIG VALLEY	1	CHAUVIN	1
BLUFFTON	5	CHERHILL	2
BONNYVILLE	1	CHIPMAN	1
BOWDEN	1	CLANDONALD	1
BOW ISLAND	1	CLEARDALE	1
BOYLE	2	CLIVE	1
BRETON	3	CONSORT	1
BREYNAT	1	COWLEY	1
BROOKS	3	CRANFORD	1

CREMONA	1	GRIMSHAW	1
DAYSLAND	3	GUNN	3
DELBURNE	2	GWYNNE	1
DONALDA	2	HALKIRK	1
DRAYTON VALLEY	1	HANNA	1
DRUMHELLER	1	HARDISTY	1
DUCHESS	1	HAYS	1
ECKVILLE	1	HIGH LEVEL	1
EDMONTON	20	HIGH RIVER	1
ELK POINT	3	HYTHE	2
ENILDA	1	INNISFAIL	2
FAIRVIEW	3	INNISFREE	1
FALHER	2	IRON SPRINGS	1
FERINTOSH	2	JARVIE	1
FORESTBURG	1	KILLAM	1
FORT SASKATCHEWAN	3	KINUSO	1
GADSBY	2	LACOMBE	3
GALAHAD	1	LA CRETE	1
GIBBONS	1	LAC LA BICHE	1
GLENEVIS	2	LAMONT	1
GRANDE PRAIRIE	1	LEDUC	5
GRASSY LAKE	1	LEGAL	2

LETHBRIDGE	1	PERRYVALE	1
LLOYDMINSTER	1	PICKARDVILLE	1
LODGEPOLE	1	PICTURE BUTTE	1
MANNING	1	PINCHER CREEK	1
MANNVILLE	2	PONOKA	3
MARKERVILLE	1	PROVOST	1
MAYERTHORPE	5	RADWAY	3
MEDICINE HAT	2	RANFURLY	1
MILLET	4	RED DEER	2
MIRROR	1	REDCLIFF	1
MOSSLEIGH	1	REDWATER	1
MUNDARE	2	RIMBEY	2
MUNSON	1	ROCHESTER	1
NAMPA	1	ROCKY MTN. HOUSE	1
NEWBROOK	3	ST. ALBERT	3
NEW NORWAY	1	ST. MICHAEL	2
NEW SAREPTA	2	ST. PAUL	3
NOBLEFORD	1	SANGUDO	2
OHATON	1	SEXSMITH	1
OLDS	2	SHERWOOD PARK	1
ONOWAY	1	SILVER VALLEY	1
OPAL	1	SPIRIT RIVER	1

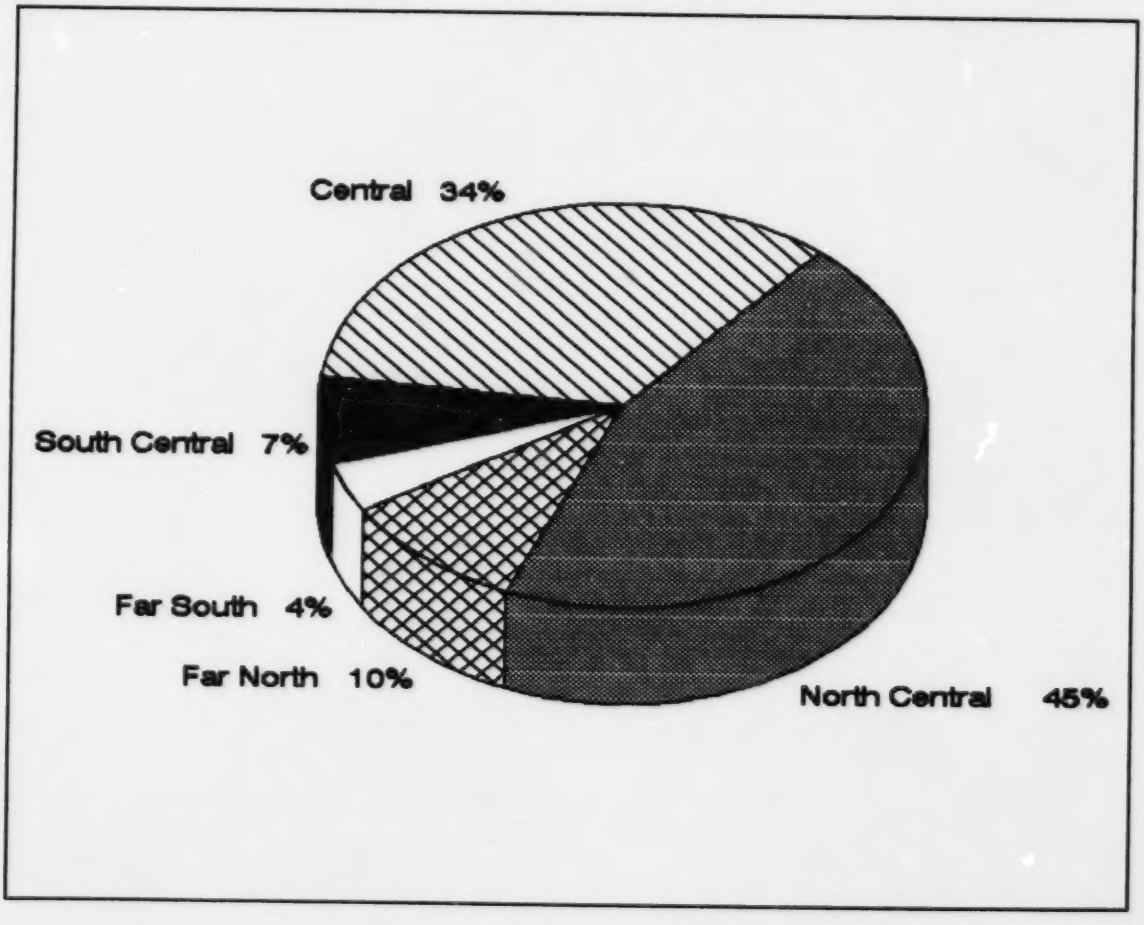
STETTLER	2	WANHAM	3
STONY PLAIN	2	WARBURG	2
STROME	1	WASKATENAU	3
SUNDRE	2	WEMBLEY	1
TABER	1	WESTEROSE	1
TEES	2	WESTLOCK	5
THORHILD	4	WETASKIWIN	2
THORSBY	2	WHITELAW	1
TOMAHAWK	1	WILDWOOD	3
TWO HILLS	3	WILLINGDON	2
VALLEYVIEW	2	WIMBORNE	1
VERMILION	3	WINFIELD	2
VULCAN	1	WORSLEY	1

b.1991 Public Telephone Inquires by Region

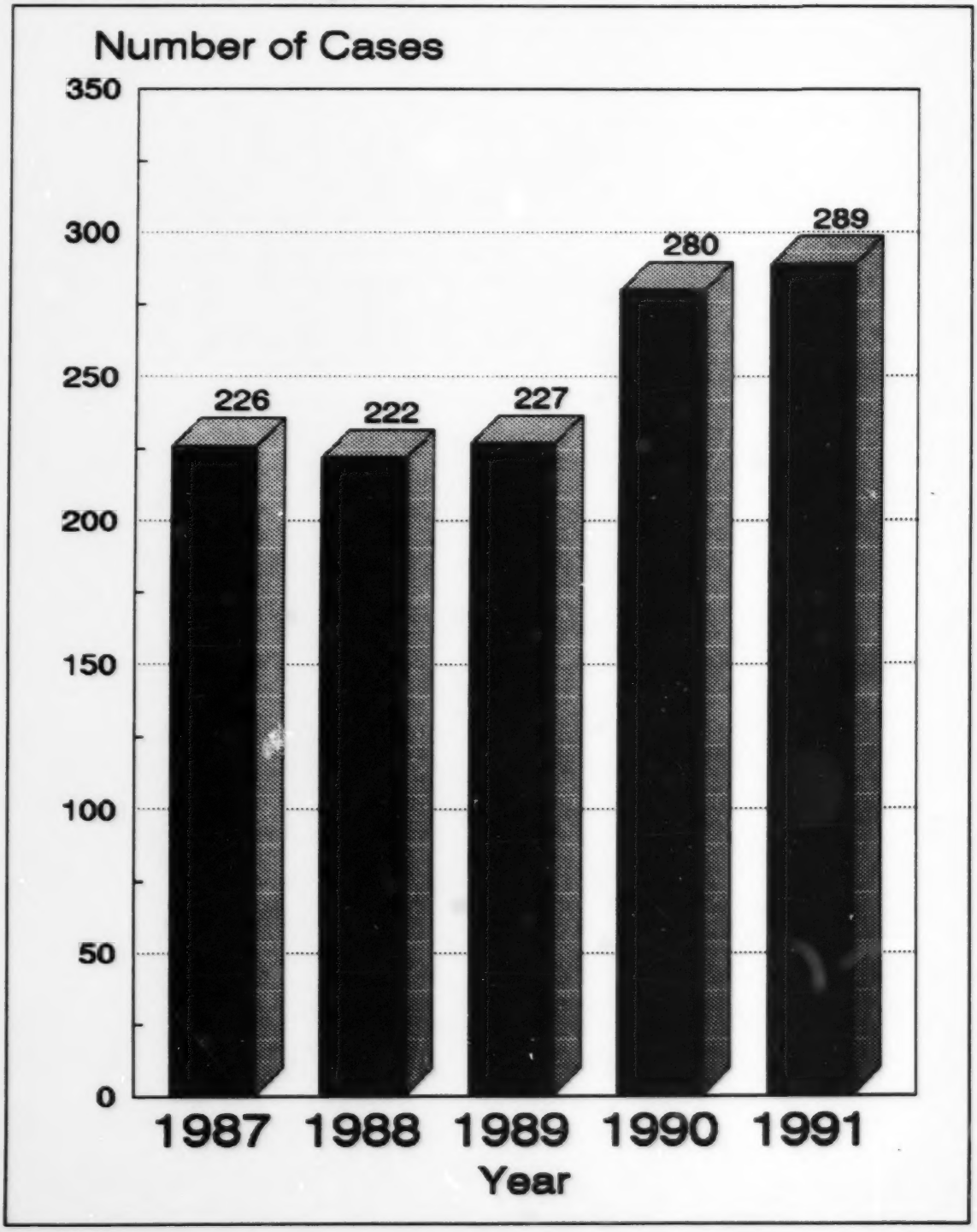
Total Inquires:

4146

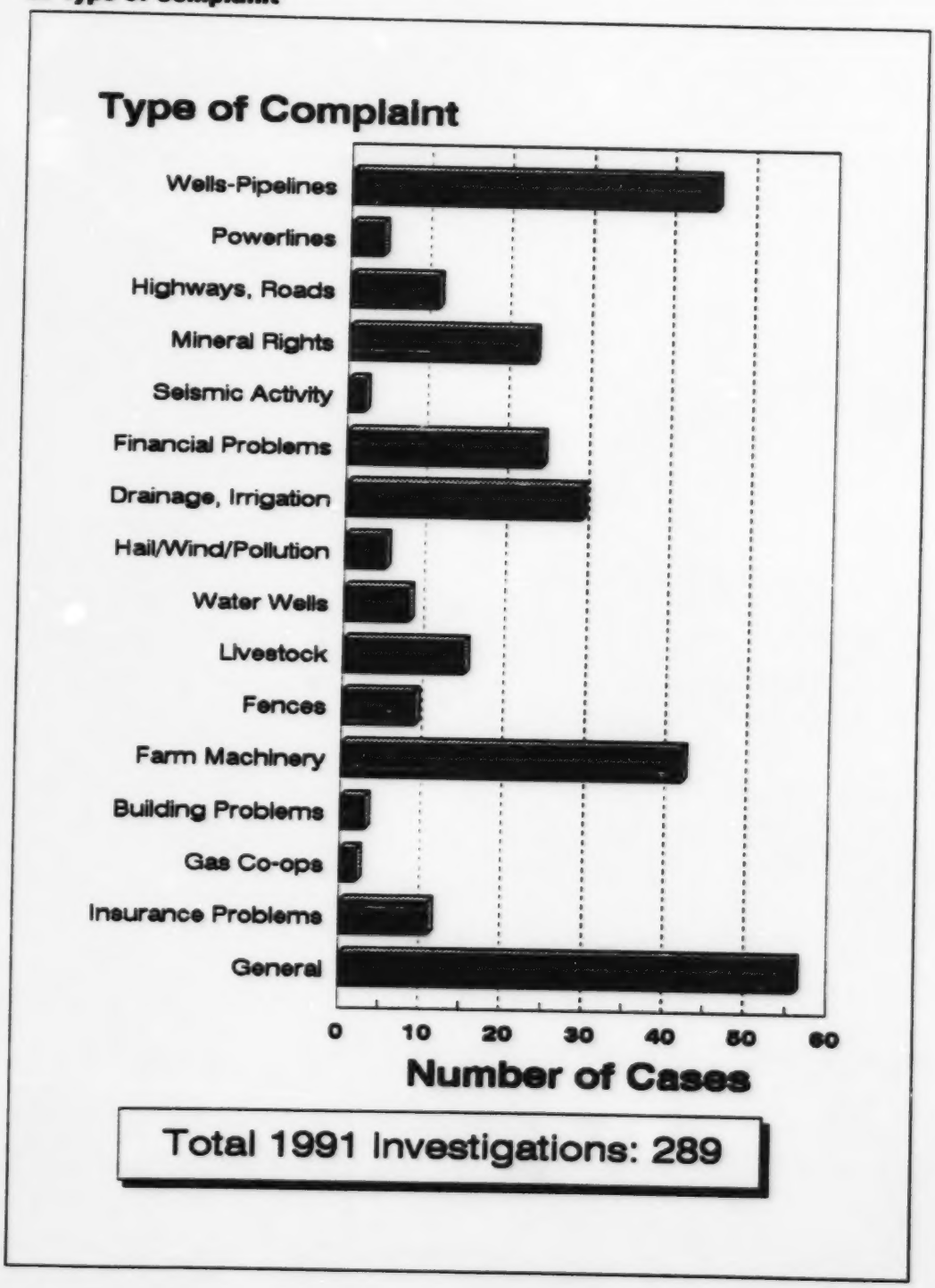
c. Active Investigations by Region - 1991



d. 1987 - 1991 Active Investigations



e. Type of Complaint



16 CASE FILES AND FINAL DISPOSITION

a. Wells-Pipelines

Amendment to Settlement Agreement for complainant's mother's estate prior to a Surface Rights Board decision on surface rental payable.	Assistance Rendered
Trying to obtain payment for expenses incurred during inconclusive negotiations for surface lease.	Assistance Rendered
Wants compensation from pipeline company for huts installed on his property 15 to 20 years ago.	Assistance Rendered
Seeks compensation for crop loss due to pipeline installation.	Assistance Rendered
Seeking damages and crop loss compensation due to pipeline installation.	Assistance Rendered
Questions regarding surface lease.	Information Provided
Believes there was an error in a survey done at a well site located on his property.	Under Investigation
Questioning zero rental for surface lease.	Assistance Rendered
Seeking assistance in collecting surface lease rental and renegotiation of lease.	Assistance Rendered
Pipeline construction creating several problems on his farm property.	Unable to Assist
Seeking payment of surface lease rental.	Assistance Rendered
Seeking information regarding caveats attached to entire titled property unit as a result of a surface lease.	Information Provided
Objecting to well site proposal on adjacent property.	Information Provided
Concerns over a pipeline right-of-way agreement.	Assistance Rendered
Requests review of revised surface lease rental agreement.	Assistance Rendered

Unhappy with Surface Rights Board's decision regarding compensation prior to reclamation on complainant's surface lease.	Under Investigation
Concerns regarding damages to and reclamation of well site and shelterbelt due to pipeline construction.	Assistance Rendered
Compensation for damages on pipeline right-of-way.	Assistance Rendered
Problems with reclamation of well site.	Information Provided
Dispute with pipeline company for non-payment of compensation.	Assistance Rendered
Seeking assistance with reclamation at lease site.	Assistance Rendered
Requesting information on surface rights agreements.	Information Provided
Requesting clarification of his surface lease, particularly as it applies to reclamation.	Information Provided
Wants our interpretation of easement agreement for a well site.	Assistance Rendered
Seeking our assistance and advice regarding well site compensation.	Information Provided
Complaint about the noise level of a well.	Assistance Rendered
Seeking payment for surface lease and compensation for damages.	Assistance Rendered
Unhappy with reclamation of well site but cannot determine who is responsible for the problems.	Assistance Rendered
Concerns regarding surface lease and condition of site.	Information Provided
Complaint of "skunk" smell coming from gas well.	Assistance Rendered
Wants compensation for restoring pipeline right-of-way to its original condition.	Assistance Rendered
Have not received payment for damages incurred by construction of a pipeline.	Assistance Rendered

Problems regarding the installation of a pipeline.	Referred to Dept. Concerned
Complainant wants to compensate the local farmer who is crop sharing on his property but unsure of formula.	Information Provided
Complainant alleges lease negotiations were not handled in a fair manner.	Information Provided
Violation of the terms of right-of-way agreement by gas company caused crop loss and allowed some of complainant's livestock to get into neighbor's herd.	Mediation Provided
Requesting Surface Rights Board hearing to have a postponement of well site reclamation.	Required Litigation
Seeking compensation for work done on well site for reclamation purposes.	Assistance Rendered
Various problems regarding oil operations adjacent to complainant's dairy operation.	Under Investigation
Complainant had not received payment from company even though certificate of abandonment was not issued.	Rectified
Concerns regarding ownership of pipeline easement.	Under Investigation
Has not received compensation for damages to land incurred by pipeline construction.	Under Investigation
Concerned that lien has been placed against complainant's quarter section instead of against only the area held under a surface lease.	Under Investigation
Seeking further compensation from pipeline company for a cow which died after being stuck in the mud of the collapsed trench in the pipeline right-of-way.	Information Provided
Annual compensation not being paid on surface lease.	Information Provided

b. Power Lines

Wants power line removed from field and yard because of inconvenience.	Information Provided
Seeking higher annual compensation from power company for double pole structures.	Information Provided
Dispute over power line easement.	Information Provided
Unhappy with charges for a drop-off transformer to be installed on complainant's property.	Under Investigation

c. Highways, Roads, Railways

Hole in railway fence allowed cattle onto railway right-of-way where they were subsequently killed and/or injured.	Assistance Rendered
Dispute regarding access roadway.	Mediation Provided
Complainant wants county to relocate N/S road onto the road allowance adjacent to complainant's property.	Information Provided
Roadway dispute regarding pulp mill corridor.	Information Provided
Roadway dispute by concerned landowners.	Information Provided
Objections to the proposed routing of a secondary road.	Assistance Rendered
Town annexed complainant's property and won't maintain his access road.	Under Investigation
Dispute with railway over sale of land which will dissect complainant's property.	Information Provided
Several problems with railway's fences along railway line.	Assistance Rendered
Wants to keep the public off of oil company's lease road.	Assistance Rendered
Dispute with government department regarding highway widening.	Under Investigation

d. Mineral Rights

Seeking our comments on proposed petroleum & natural gas lease agreement on the site of the city's gravel pit.	Information Provided
Seeking assistance regarding complainant's mineral rights and taxation of same.	Under Investigation
Concerned about processing fees deducted from royalties.	Under Investigation
Concerns regarding Gas Cost Allowance deductions from complainant's royalties.	Information Provided
Concerns about gas well and compensation for same.	Information Provided
Concerns regarding agreement whereby complainant's freehold mineral rights are exchanged for a trust certificate share.	Information Provided
Oil lease held in trust by trust company and complainant wants information to assist with negotiations.	Information Provided
Wants caveat removed from mineral title.	Information Provided
Requesting information on mineral rights.	Information Provided
Requesting information on mineral rights and lease negotiation.	Information Provided
Asking for a review of petroleum and natural gas lease before signing.	Information Provided
Requesting information on activity, prices and time span of leases on mineral rights in Alberta.	Information Provided
Concerns regarding royalty trusts.	Information Provided
Requests review and advice pertaining to mineral lease.	Assistance Rendered
Requests information on transfer of mineral rights of a deceased person to next of kin.	Information Provided
Concerns regarding gas processing fees and complainant's application to the Public Utilities Board.	Under Investigation

Discrepancies in complainant's royalty payments for freehold mineral rights.	Information Provided.
Land service company is trying to obtain mineral rights which were inherited by six family members.	Assistance Rendered
Have been advised that mineral title is in arrears.	Under Investigation
Several concerns over forced pooling of complainant's mineral rights.	Information Provided
Requesting advice on the best way to sell mineral rights.	Information Provided
Trying to determine the status of wells located on complainant's mineral lease sites.	Under Investigation
Concerns regarding drilling of new well and dainage problems on complainant's mineral lease.	Information Provided

e. Seismic Activity

Seeking compensation from geophysical company for loss and damages due to seismic activity.	Assistance Rendered
Requires assistance obtaining compensation from geophysical company for going through complainant's land.	Under Investigation

f. Financial Problems (including bankruptcy)

Problem with financial institution over arrears accumulating on complainant's mortgage.	Information Provided
Attempting to retrieve monies for sale of cattle through a feeder agreement.	Assistance Rendered
Unhappy with financial institution over continual shortfall occurring with complainant's loan.	Information Provided
Trying to reach a compromise with government financial institution regarding use of monies obtained from sale of home.	Under Investigation
Complainant trying unsuccessfully to obtain payment from purchaser of his hay.	Information Provided but Unable to Assist

Problems with government financial institution due to split with livestock venture partner.	Information Provided
Revenue Canada's arbitrary reassessment of previous taxation years have caused financial difficulty for complainant.	Initiated a Review
Complainant purchased land through bank, and power company removed meter and transformer due to a bill not paid by previous owner.	Information Provided
Complainant seeking assistance to regain land that was taken over by Farm Credit Corp.	Mediation Provided
Bank is demanding payment on loan on complainant's farm.	Information Provided
Complainant incurred large legal bills due to loan transaction with government financial institution.	Information Provided
Financial problems due to crop damage and overall farm management.	Information Provided
Loan application to government financial institution was refusd, and appeal has not met with good response.	Unsuccessful Mediation
Seizure of complainant's land due to problems with financial institutions.	Information Provided
Complainant cannot pay gas bill due to problems with banks and therefore cannot afford to irrigate his crops.	Assistance Rendered
Taxation dispute with Revenue Canada.	Mediation Provided
Trying to recoup monies given to grain company that had since gone bankrupt.	Information Provided
Complainant wants to change the way he pays GST so he can receive rebates sooner.	Information Provided
Seeking clarification regarding the GST rebate.	Information Provided
Dispute with ex-farm employee regarding monies owing.	Information Provided

Complainant's account is being foreclosed on by government financial institution.	Information Provided
Feels lawyer's bill is excessively high.	Referred to Dept. Concerned
Complainant is having ongoing financial problems involving his farm property.	Assistance Rendered
Dispute with logging contractor over payment for fuel.	Under Investigation

g. Flooding, Drainage, Irrigation

Flooding problem created in 1965 when a neighbor disturbed a waterway.	Information Provided
Seeking assistance for loss and damages sustained during July flood.	Assistance Rendered
M.D. installed a ditch block which has caused flooding of complainant's property.	Under Investigation
Seeking payment for ditching done in preparation for a water management program.	Information Provided
Complainant wants a more efficient water delivery system.	Rectified
M.D. is allegedly diverting water onto complainant's land as a result of new road construction.	Assistance Rendered
Problems regarding a drainage project and financial assistance for same.	Under Investigation
Complainants are having flooding problems and are concerned about the loss of their riparian rights.	Assistance Rendered
Water backing up on complainant's farm land due to rebuilding of road.	Assistance Rendered
Wants a culvert installed at a lower level through highway to control drainage problem.	Under Investigation
Flooding problems due to Ducks Unlimited's dam.	Under Investigation

New highway construction is causing flooding to occur on complainant's property.	Under Investigation
Problems with field flooding due to Ducks Unlimited's project on slough.	Assistance Rendered
Flooding problems on parts of complainant's property.	Rectified
Flooding problems on 2 parcels of property.	Under Investigation
Complainant wants the county to assist him with an on-going drainage problem.	Under Investigation
Seeking assistance in obtaining a licence for a backflood irrigation project.	Assistance rendered
Water from neighbor's land is flooding complainant's property.	Under Investigation
Water management problem with government agency and complainant's neighbor.	Under Investigation
Irrigation District have notified complainants that they will "take and acquire" a portion of their land for canal construction.	Under Investigation
Flooding and drainage problems since 1985.	Assistance Rendered
Drainage problems.	Rectified
Flooding concerns allegedly due to reclaimed well site.	Under Investigation
Neighbor filled in slough which will allow water runoff to drain onto complainant's crop land.	Referred to Dept. Concerned
Application for irrigation project is pending until complainant evaluates the feasibility of the proposal.	Assistance Rendered
Wants permission to divert surface water from creek.	Information Provided
Problems due to river flooding in 1990.	Under Investigation
Government department wants complainant to become a licensee for ditch they instructed him to construct.	Information Provided

Erosion from river allegedly caused by a government constructed dam.	Referred to Dept. Concerned

h. Hail, Wind, Pollution

Seeking further compensation and reclamation for 22-year-old oil spill.	Information Provided
Believes deformities and other problems with cattle are due to emissions from gas plant.	Assistance Rendered
Objecting to the town's sewage polluting the creek and countryside.	Referred to Dept. Concerned
Oil seeping into dugout allegedly from the adjacent soil.	Assistance Rendered
Concerns that gas plant emissions are causing a high number of abortions in their herds and deformities in the calves.	Under Investigation

i. Groundwater (water wells)

Complainant feels he is being overcharged for the development of a water well system to produce clean water.	Required Litigation
Complainant's home now situated in the town but town will not install new water lines at this time even though present well is unsatisfactory.	Information Provided
Water well concern.	Information Provided
Believes oil well or seismic activity caused well to silt up.	Information Provided
Reduced flow in artesian well following drilling of an oil well.	Information Provided
Grant allowed for dugout was misrepresented to complainant.	Assistance Rendered
Problems regarding the placement of dugout.	Under Investigation
Problems with water well drilled in the summer of 1991.	Under Investigation

j. Livestock

Seeking compensation for cow and calves killed on upgraded abandoned railway line.	Information Provided

Compensation dispute with insurance company.	Mediation Provided
Problems obtaining payment from sale of cattle as bank holds a lien on all crops and livestock owned by purchaser.	Information Provided
Complainant alleges the cows he received were not the same ones he agreed to purchase.	Not Justified
Sold 2 heifers but they were graded as cows.	Information Provided
Concern regarding purchase of pregnancy tested cows and an alleged misrepresentation.	Information Provided
Charged with theft of cattle.	Referred to Dept. Concerned
Dispute with feedlot over allegedly sick bull that was condemned by auction market.	Mediation Provided - Unsuccessful
Complaint regarding the price received from meat market for a bred heifer (prolapse).	Mediation Provided - Unsuccessful
Seizure of cattle by bank.	No Jurisdiction
Questioning why they were not paid for an apparent downer cow.	Mediation Provided - Unsuccessful
Complainant's intensive livestock operation is being charged as being in violation of health regulations.	Assistance Rendered
Complainant has received notice from the town to close down his livestock operation within 30 days.	Under Investigation
Loss of turkey flock due to low-flying plane.	Required Litigation
Believes commissions received from sale of cattle were low due to weight discrepancies.	Mediation Provided

k. Fences

Fence line dispute.	Assistance Rendered

Neighbor feels a legal survey was not done on the property line where fence was rebuilt.	Mediation Provided
Dispute with railway over replacement of damaged fence.	Assistance Rendered
Neighbor removed bush and fence from complainant's property without permission.	Assistance Rendered
Complainants want a fence erected to separate their farm property from a golf and country club to stop further damages and removal of trees.	Mediation Provided
Requesting assistance mediating a fence line dispute.	Information Provided
Dispute with neighbor over crop damage allegedly caused by cattle under neighbor's control.	Investigated - No Resolution
Fire destroyed complainant's fence and he wants the county to pay for rebuilding.	Information Provided
Neighbor won't build fences to keep cattle off complainant's property.	Under Investigation

I. Farm Machinery

Requesting assistance to determine a fair settlement for a series of repairs to combine.	Assistance Rendered
Concern regarding working condition of baler and payment for same.	Referred to Relevant Government Dept.
Insurance company will not pay for full damages to combine.	Rectified
Gasoline was put in diesel tank and caused damage to tractor engine.	Assistance Rendered
Problems with truck no longer covered under warranty.	Information Provided
Complainant feels costs charged for repairs to tractor should be under warranty.	Referred to Relevant Government Dept.
Complainant feels he is being overcharged for work done on his tractor.	Information Provided

Dealer won't take back differential that was sold as "rebuilt" but apparently wasn't.	Assistance Rendered
Problems with repair of tractor had not been resolved when implement dealer went into receivership.	Information Provided
Problems getting tractor back or compensation for same after repairs were done by dealer.	Assistance Rendered
Wants compensation for repairs done on used combine.	Under Investigation
Problems with rebuilt engine purchased for tractor.	Information Provided
Implement dealership would not release tractor until bill was paid but bill was much higher than estimate.	Mediation Provided
Problems with replacement differential components on tractor.	Assistance Rendered
Problems with the tractor tires.	Information Provided
Requested refund from implement dealer for parts purchased elsewhere for 40 percent less has not been received.	Assistance Rendered
Tractor breakdown due to bulk dealer allegedly putting gasoline into complainant's diesel fuel tank.	Mediation Provided
Seed drill not "field ready" as representative told complainant it was.	Investigated - Unjustified
Several problems with tractor.	Information Provided
Unhappy with costly tractor repairs.	Information Provided
Complainant's tractor was overhauled at a cost of $6,000.00 and a few months later the crankshaft broke.	Assistance Rendered
Broken cutter bar on mower.	Assistance Rendered
Repeated engine failure on four-wheel drive tractor.	Under Investigation
Difference of opinion with implement dealer regarding warranty work and bill for repairs on complainant's tractor.	Mediation Provided

Exhaust not plugged when tractor was in transit resulting in the turbo disintegrating and engine being destroyed after running a short distance.	Mediation Provided
Problems with licensing of homemade hay hauler.	Information Provided
Problems with combine, including purchase price and frequent breakdowns.	Information Provided
Problems with turbo charger on combine.	Mediation Provided - Unsuccessful
Seeking payment under warranty for work done on tractor.	Referred to Dept. Concerned
Had verbal agreement with implement dealer to pay for work done to repair tractor.	Mediation Provided
Differential failure on tractor resulted in a $6,000.00 to $7,000.00 repair.	Mediation Provided
Problem having repairs done to tractor air conditioner while under warranty.	Referred to Dept. Concerned
Grain moisture tester is consistently inaccurate.	Assistance Rendered
Pump failure on combine incurred major crop loss as dealer was very slow in making repairs.	Rectified
Requesting our assistance with concerns over repairs to complainant's tractor and billing for same.	Under Investigation
Feels implement dealer is charging him excessively for repairs that were partly the dealer's fault.	Mediation Provided - Unsuccessful
Feels implement dealer did not live up to his part of tractor & baler trade-in/purchase agreement.	Under Investigation
Problems with tractor and repair bill for same.	Information Provided
Spindle failure on 9 ton wagon.	Assistance Rendered
Several problems resulting from trade-in of tractor.	Under Investigation

Purchased tractor batteries with a 4-year warranty and they were dead within a year.	Assistance Rendered
Complainant believes he was charged too much for repairs to truck.	Assistance Rendered

m. Building Problems

Seeking compensation for death of cows allegedly due to the design of his barn.	Assistance Rendered
Contractor went out of business before erecting steel building which complainant had paid for in full.	Information Provided
Put deposit on steel building which was never received and company has now gone out of business.	Investigated - Referred to RCMP

n. Gas Co-ops

Does not want the gas co-op to tie onto his line to accommodate new customers.	Assistance Rendered
Wants gas co-op to move their line as it runs through his gravel pit.	Mediation Provided

o. Insurance Problems

Seeking assistance regarding a claim for unemployment insurance benefits by an ex-employee.	Assistance Rendered
Compensation dispute with insurance company.	Assistance Rendered
Barn destroyed by fire 3 months after complainant cancelled building insurance.	Unable to Assist
Dispute with government insurance corporation over payment of claim.	Mediation Provided
Unhappy with government insurance corporation for requesting early payment of his policy premium.	Information Provided
Seeking payment on claim for crop loss due to hail storm.	Mediation Provided

Insurance company not valuing complainant's tractor correctly (too low).	Mediation Provided
Bin measurements and wheat calculations were short in 1990 and complainant wants this information put into his Alberta Hail & Crop Insurance Corp. file.	Information Provided
Problems having insurance company accept his hail insurance claim.	Investigated - Unjustified
Concerns regarding life insurance obtained when he and his brother jointly purchased a tractor.	Assistance Rendered
Complainants feels they have not been fairly dealt with by government insurance corporation.	Information Provided

p. General Requests

Problems with coyotes and also a farm machinery concern.	Assistance Rendered
Objection to second residence being located on neighboring property as it may interfere with complainant's intensive livestock operation.	Information Provided
Wants to purchase land from government department but they have made a decision to reserve the land for conservation.	Referred to Dept. Concerned
Wheat board charged complainant with Permit Book Tardiness.	Assistance Rendered
Seeking repayment of shipping costs for trees that died.	Information Provided
Wishes to appeal the cut-off of his farm fuel quota.	Information Provided
Seeking compensation for hay loss due to predators.	Information Provided
Another complainant charged by wheat board with Permit Book Tardiness.	Assistance Rendered
Problems obtaining a settlement of his reserves from wheat pool.	Assistance Rendered

Complainant was not notified of the grandfathering clause requiring him to change the classification of his licence to drive an air brake truck.	Information Provided
Complainant told he was ineligible for assistance under disaster program and must return the advance payment while he believes he should receive an additional payment.	Assistance Rendered
County development board turned down permit for mobile home located on complainant's property.	Information Provided
Government department is investigating complainant's use of marked fuel in vehicle used to carry farm produce.	Under Investigation
Concerned about weed control on the banks of 2 rivers which border the county.	Information Provided
Dispute with airport authority regarding a land lease.	Assistance Rendered
Problems with gas company regarding hook-up and amount of pressure in the line.	No Further Action
Concerned about neighbor's animals straying onto complainant's property.	Information Provided
Complaint against the auction practices of a livestock exchange.	Assistance Rendered
M.D. withdrew support from complainant's ranch development of a tourism project.	Information Provided
Complainant is seeking compensation from trucking company for produce that was rotten on arrival at destination.	Mediated - Unsuccessful
Complainant feels he is being unfairly treated regarding the Farm Fuel Distribution Allowance.	Assistance Rendered
Stock trailer rolled due to trailer hitch failure.	Mediation Provided
Dispute with hatchery over the deaths of over 1/2 of the chicks complainant purchased from hatchery.	Assistance Rendered
Neighbors complaining about the odor when hog manure is spread.	Under Investigation

Dispute over survey line.	Unjustified
Trying to obtain rebate to the farmer for 1990 purchases of purple fuel.	Unsuccessful
Complainants feel the gas company's charges for fuel to their residence are excessive.	Under Investigation
Installation of water line on easement will make haying difficult or impossible.	Information Provided
Applied for grazing lease but has had no response.	Information Provided
Seeking compensation for chemical that has since been recalled.	Mediation - Unsuccessful
Reserved dairy shares are now being taxed by Revenue Canada.	Information Provided
Complainant is seeking assistance in obtaining the assets she believed to be in her father's estate.	Information Provided
Complainant wants to change the terms of lease agreement he has with his tenants.	Assistance Rendered
Complainant believes company hired to spread fertilizer on his fields did not apply it evenly.	Mediation - Unsuccessful
Complainant requesting assistance obtaining his reserves from wheat pool.	Information Provided
Problems having the county fill in a borrow pit.	Information Provided
Concerns regarding taxation of his dairy reserve shares.	Information Provided
Received a "Notice to Eliminate Nuisances" from the town.	Information Provided
Complainant has a contract allowing lessee to remove sand and gravel from complainant's property and complainant wishes to break contract.	Information Provided
Government department rejected complainant's application for natural gas rebate.	Mediation - Unsuccessful

Land transferred without complainant's written approval.	Information Provided
Concerns regarding aerial overspray that affected shelter belt and garden.	Information Provided
Complainant having problems in his attempt to retire from farming.	Unable to Assist
Complainant is reapplying for his farmer I.D. number because government department informed him he no longer qualifies for the Farm Fuel Distribution Allowance.	Information Provided
Complainant owns land in Alberta but is living in Saskatchewan. He does not qualify for disaster assistance in either province.	Mediation - Unsuccessful
Concerns regarding farm fuel rebate.	Information Provided
Complainant feels he is being unfairly taxed on rural property.	No Jurisdiction
Complainant has forwarded a submission for a public hearing on the I.D.'s land use order.	No Further Action
Seeking assistance under a disaster assistance loan program.	Mediation - Unsuccessful
Denial of claim for disaster assistance.	Mediation - Unsuccessful
Dispute with lessee over broken land lease.	Information Provided
Concerns regarding the M.D.'s urban/rural fringe plan and how it may affect his farming operation.	Under Investigation
Disqualified from further participation in the Feed Grain Market Adjustment Program.	Under Investigation
Concerned about writs registered against his name.	Information Provided
Unhappy with changes in rural taxation policy.	Under Investigation
Complainant seeking assistance with application to village for water service.	Assistance Rendered